

Facilities Rental Contract # 829059



General Inquiries and Payments 905-615-4100 / fax 905-615-4101
After Hours Support Requiring Immediate Attention:
Call 311 or Security Services 905-896-5040

Recreation Services
Customer Service Centre
5600 Rose Cherry PL
MISSISSAUGA ON L4Z 4B6

mississauga.ca/recreation


HST Included. Registration # 121414106

Etobicoke Senior Slo Pitch Association
Diane De Souza
4636 Owl CIR
Mississauga, ON L4Z 2W7

Home #: -
Bus # : - Ext:
Fax : -

Event: Softball Issued: 31-May-2021 Status: Tentative
Printed: 31-May-2021 User: akitson

The Corporation of the City of Mississauga (hereinafter the "City") hereby grants Etobicoke Senior Slo Pitch Association (hereinafter the "Requestor") permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement. No soliciting permitted on City of Mississauga property.

<p>IMPORTANT PAYMENT INFORMATION Payment, as outlined in the payment instructions, is required to finalize the rental agreement. Scheduled payments may be required. Cancellation of the contract may be permitted, however penalties apply (see Terms & Conditions for more information).</p> <p>By Phone: Call 905-615-4100 (Visa, MasterCard and American Express) In Person: Debit, Credit and Cheques* *Cheques are only accepted 14 days prior to the event, should be payable to the <u>City of Mississauga</u> and include the contract number on the memo field.</p>  _____ For the City of Mississauga	<p>PLEASE MAKE PAYMENT, SIGN AND RETURN CONTRACT TO FINALIZE THIS AGREEMENT. Carefully read the terms and conditions on all pages of this contract.</p> <p>Customer Signature for Rental: _____</p> <p>Date: _____</p> <p><i>By signing this rental contract, I hereby acknowledge my understanding and acceptance of the Terms and Conditions on all pages of this agreement.</i></p>
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If you wish to firm and make payment please do so no later than June 7th on www.activemississauga.ca. Once payment is complete please email facility.rentals@mississauga.ca.

Booking Summary:

of Bookings: 80 Starting: 05-Jul-2021 Ending: 15-Sep-2021 Expected Attendance: 0

Payment Method:

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$2,684.00	\$460.80	\$348.80	\$3,493.60	\$0.00	\$0.00	\$3,493.60	\$0.00
Extra Fee - Bookings			Hours	Quantity	Charge		
Insurance - Medium Risk (1 - 25)			180:00	80	\$460.80		
			180:00	80	\$460.80		

Payment Schedule: Balance of rental due and payable immediately.

Current balance reflects all contracts issued that are outstanding.

Conditions of Use:

Please respect our environment by putting trash in its place in accordance with the Parks By-Law (186-05).

Softball Diamond 4	Mon	30-Aug-2021	9:45 AM	30-Aug-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 1	Wed	01-Sep-2021	9:45 AM	01-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 2	Wed	01-Sep-2021	9:45 AM	01-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 3	Wed	01-Sep-2021	9:45 AM	01-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 4	Wed	01-Sep-2021	9:45 AM	01-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 1	Wed	08-Sep-2021	9:45 AM	08-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 2	Wed	08-Sep-2021	9:45 AM	08-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 3	Wed	08-Sep-2021	9:45 AM	08-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 4	Wed	08-Sep-2021	9:45 AM	08-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 1	Mon	13-Sep-2021	9:45 AM	13-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 2	Mon	13-Sep-2021	9:45 AM	13-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 3	Mon	13-Sep-2021	9:45 AM	13-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 4	Mon	13-Sep-2021	9:45 AM	13-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 1	Wed	15-Sep-2021	9:45 AM	15-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 2	Wed	15-Sep-2021	9:45 AM	15-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 3	Wed	15-Sep-2021	9:45 AM	15-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67
Softball Diamond 4	Wed	15-Sep-2021	9:45 AM	15-Sep-2021	12:00 PM	\$33.55	\$5.76	\$4.36	\$43.67

Common Terms and Conditions

Municipal Freedom of Information Act: Personal information contained on this form is collected under the authority of section 11 of the Municipal Act 2001, SO2001, c.25. The information will be used for the purpose of administering the City of Mississauga Recreation and Parks Facility Rental contracts and will also be used for business you may conduct with the City relating recreation programs. Questions about this collection should be directed to: Manager, Recreation & Parks, Customer Service Centre 905-615-4100.

Observance of Law: The Requestor agrees to comply with any bylaws, policies or regulations imposed by the City of Mississauga governing the use of the Facility.

Limited Liability and Release: The Requestor hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors, and the Requestors further agrees that notwithstanding anything to the contrary contained herein, the City, including its elected officials, officers, employees, agents and contractors shall not be liable to the Requestor or to anyone for whom the Requestor may be in law responsible for, any loss of or damage to property, personal injury or death, or any other losses action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Requestor or any of the Requestor's permitted invitees, guests or participants during or otherwise in relation to or in connection with the Requestor's use of the Facility and all activities relating to such use or any other matters under this contract negligent misrepresentation, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the City or the part of anyone for whom the City is in law responsible, by the presence of the Requestor or anyone else upon the Facility, the conditions or state of repair of the Facility and the breach of any of the provisions of this Agreement by the City, including, but not limited to, any negligent act or omission of the City, its or their employees, agents, contractors or invitees, which causes or

contributes to any such injury, damages or loss.

Liability Insurance: To avoid the financial risks associated with the Limited Liability and Release and indemnity clauses, it is recommended that the Requestor have general liability insurance adding the City as an additional insured. The City reserves the right to demand the Requestor to procure at its own expense, and to provide a certificate of insurance adding the City as an additional insured, liability insurance in such amounts as deemed reasonable and appropriate by the City's Risk Manager, in his/her discretion having regard to the nature and size of the event.

Indemnity: The Requestor shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors, from and against any loss, cost and expenses incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Requestor using the City Facility, or by anyone else permitted on the Facility by the Requestor or by anyone for whom in law the Requestor is responsible, including any losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible, by the presence of the Requestor or anyone else upon the Facility, the conditions or state of repair of the Facility and the Breach of any of the provisions of this Agreement by the City Including, but not limited to, any negligent act or omission by the City, its or their employees, agents, contractors, or invitees, which causes or contributes to any such injury, damage or loss.

As Is where is: The Requestor hereby confirms that the City has not provided any representation, warranty or other assurance

regarding the suitability of the Facility for use by the Requestor and that the Requestor is using the Facility on an as is where is basis.

Waste and Nuisance: The Requestor agrees not to do or to suffer or to allow to be done any action which would damage, waste or disfigure or injure the Facility or any part thereof or otherwise cause a nuisance. Any such action to the City's property will be the financial responsibility of the Requestor and all costs and expenses required to repair such damage to the Facility shall be paid to the City on demand.

Use of Premises: The Requestor agrees to use the Facility only for the uses set out in this contract. Any breach of the terms or conditions of this contract and provision of false or incorrect information by the Requestor to the City in seeking this contract on any questionnaire or information sheet will result in the immediate cancellation of this contract. All monies paid by the Requestor to the City may be retained by the City and applied towards any losses or damages incurred by the City as result of the contract's cancellation. Gambling, betting for gain/reward or adult entertainment or any illegal activity is not permitted in any City facility.

Assigning or Subletting: The Requestor agrees not to assign, sublet or permit use and occupancy by any other person of the whole or any portion of the Facility unless prior written approval is given by the City.

Rate Increase: The Requestor agrees that any Council approved rate increase during the term of the contract will be paid upon notice.

Termination: The City may terminate this contract and all the Requestors rights hereunder immediately at any time in the event of any breach or default by the Requestor in the performance of any term or condition contained in this contract, including, without limitation, failure by the Requestor to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Requestor shall be liable for, all damages

and losses incurred by the City arising directly or indirectly or in consequence of or in relation to the breach or default by the Requestor.

Pre-emption: This contract may be preempted and terminated at any time in order that the City may use the Facility for a specific purpose. Wherever possible every effort will be made to give reasonable advance notice of pre-emption and termination.

Additional Charges: Any charges for extra clean-up required after a function in the sole view of the City would be paid by the Requestor.

Interest Charge: The Requestor agrees that if they fail to make payment in accordance with the terms of this contract it will pay interest on all overdue accounts at the rate of 1.25% per month applied and compounded every 30 days, for an effective rate of 16.08% per annum commencing from the due date until payment in full is received.

Alcoholic Beverages: If alcohol is being served and/or auctioned, a Special Occasion Permit is required to be procured by the Requestor and its sole cost and expense. The Requestor agrees to adhere to the conditions on all municipal bylaws, policies and regulations and the provisions of the *Liquor License Act of Ontario*

COVID-19: Without limiting any other terms of this Agreement, The Requestor agrees to comply with all applicable health and safety laws, including the *Occupational Health and Safety Act* and the advice and instructions of public health officials, including matters regarding physical distancing, cleaning and/or disinfecting. The Requestor will implement all the necessary measures in respect of COVID-19, including updating your health and safety policies, protocols and/or manuals, as appropriate, to ensure compliance with requirements under the *Occupational Health and Safety Act* and associated regulations, and public health directives issued by the Chief Medical Officer of Health and the Region's Medical Officer of Health. The Requestor will also agree to comply with all health and safety guidelines and requirements of the City. Up to date information related to COVID-19 can be found at:
<https://web.mississauga.ca/recreation-and-sports/coronavirus/>

Payment Terms and Instructions.....

Payment Terms

1. Events booked for three (3) hours or less, full payment is due immediately at the time of booking. No refunds.
2. Events booked within 30 day of the rental date noted on the contract, regardless of the duration, full payment is required at the time of the booking
3. Events booked for greater than three (3) hours a 25% initial payment is required at the time of booking, with full payment due thirty (30) days prior to the rental date noted on the contract
4. For events that include a series of dates over a span of more than one month, if booked more than 30 days prior to the rental date, full payment is required on the first day of the previous month (e.g. booking July, payment is due June 1st)

Cancellations

ALL CANCELLATION MUST BE MADE DIRECTLY TO THE CUSTOMER SERVICES CENTRE 905-615-4100.

Customer may cancel a booking at any time, however, penalties may apply:

1. All bookings for a duration of three (3) hours or less are non-refundable
2. All other Bookings:
 - o 25% of the contract is non-refundable if cancelled more than thirty (30) day prior to the rental date
 - o 100% non-refundable if cancelled less than 30 days prior to the rental date
 - o Where facility space has been allocated by an allocation policy, the minimum number of weeks specified will apply for which no cancellations or refunds will be permitted,
 - o Cancellation of individual rental dates within any Contract that includes a series of bookings (e.g. one church group room booking: one week's practice ice) is not accepted. Meeting rooms that are booked at no charge in accordance with the Community Group Support Program must be cancelled if they will not be used. The cancellation charges outlined in By-Law0305-2011, as amended from time to time, will be applied if such notice is not provided.

Park Permits

Full payment is due when the contract is issued. No refunds or changes permitted. Permit may qualify for a rain-out refund and a cancellation administration fee will apply.

Sports Fields

Full payment is due when the contract is issued. No refunds for seasonal contracts. Tournaments and single event contracts may qualify for a rain-out refund.

After hours Parks Emergency Number is 905-615-3000

Community Centre and Arenas Special Instructions

1. All hours required for your event, including set up, event duration and tear down time, must be booked and paid for. You will only be permitted to enter the room as per the time listed on your contract. All setup arrangements must be made in advance of your function. The City is responsible for set up of chairs and tables only. The City is not responsible for set up at minor / stand alone facilities
2. Confetti, coloured powder, rice, straw, rose petals are not permitted.
3. Approval is required for Teen parties. Alcohol cannot be served at these functions. Two (2) off duty police may be required for duration of event at the discretion of the facility manager.
4. On-ice ceremony/special event set-ups, including carpets, must be arranged and booked through the Customer Service Centre prior to the event. Any requests to use carpets shall be approved by the Facility Manager at his/her sole discretion.
5. CSA approved helmets are highly recommended to be worn be all users for on-ice ceremonies, special events and intermission activities.

Pools - General Information

1. Street shoes are not permitted on deck.
2. Those with serious medical conditions should be accompanied by individuals knowledgeable of their condition and responsible for their supervision

Affiliated Youth Rentals

1. Coaches or Requestors are responsible for pool user safety as per Department of Health Regulations on the booked dates and times. Qualifications must be verified by the Pool Supervisor prior to the rental time. All provided staff are under the direction of the Pool Supervisor on duty
2. The coaches or Requestors are responsible for any loss or damage suffered by the City as a result of their failure to properly adhere to lock up procedures.

Private Pool Rentals

1. The City of Mississauga agrees to provide at least two staff persons during the time of your rental and all Lifeguards will be qualified to the minimum standards set down by the Province of Ontario Health Regulations.
2. The Renter may use pool equipment at the discretion of the Pool Supervisor.
3. The Renter may bring their own equipment for use in the pool, subject to the discretion of the Pool Supervisor
4. For Scuba related rentals, please ensure that there are boots on all tanks. Plastic mats must be used at all times. Tanks must not be placed on the tile. The on duty Pool Supervisor has been instructed to see that the above rules are carried out.